UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/601,022	06/19/2003	Rikard M. Kjellberg	3399P102	7089

26529 7590 01/04/2007	EXAMINER
BLAKELY SOKOLOFF TAYLOR & ZAFMAN/PDC 12400 WILSHIRE BOULEVARD SEVENTH FLOOR LOS ANGELES, CA 90025	STEIN, JULIE E

ART UNIT	PAPER NUMBER
2617	

SHORTENED STATUTORY PERIOD OF RESPONSE	MAIL DATE	DELIVERY MODE
3 MONTHS	01/04/2007	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

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PTOL-90A (Rev. 10/06)

	Application No.	Applicant(s)
	10/601,022	KJELLBERG ET AL.
Office Action Summary	Examiner	Art Unit	
	Julie E. Stein, Esq.	2617	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1) ☒ Responsive to communication(s) filed on <u>10 October 2006</u>.

2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.

3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4) ☒ Claim(s) <u>1,5-26 and 28-30</u> is/are pending in the application.

  4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5) ☐ Claim(s) _____ is/are allowed.

6) ☒ Claim(s) <u>1,5-26 and 28-30</u> is/are rejected.

7) ☐ Claim(s) _____ is/are objected to.

8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9) ☐ The specification is objected to by the Examiner.

10) ☒ The drawing(s) filed on <u>23 June 2003</u> is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.

  Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

  Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

  a) ☐ All b) ☐ Some * c) ☐ None of:

  1. ☐ Certified copies of the priority documents have been received.

  2. ☐ Certified copies of the priority documents have been received in Application No. _____.

  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

  * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)

2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
  Paper No(s)/Mail Date _____.

4) ☒ Interview Summary (PTO-413)
  Paper No(s)/Mail Date. _____.

5) ☐ Notice of Informal Patent Application

6) ☐ Other: _____.

DETAILED ACTION

Claim Rejections - 35 USC § 103

1.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed
> or described as set forth in section 102 of this title, if the differences between the
> subject matter sought to be patented and the prior art are such that the subject
> matter as a whole would have been obvious at the time the invention was made
> to a person having ordinary skill in the art to which said subject matter pertains.
> Patentability shall not be negatived by the manner in which the invention was
> made.

2.   This application currently names joint inventors. In considering patentability of

the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of

the various claims was commonly owned at the time any inventions covered therein

were made absent any evidence to the contrary. Applicant is advised of the obligation

under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was

not commonly owned at the time a later invention was made in order for the examiner to

consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g)

prior art under 35 U.S.C. 103(a).

3.   Claims 1, 5-6, 9-10, 14-19, 23-26, and 28-30 are rejected under 35

U.S.C. 103(a)) as unpatentable over Ellipsus White Paper – InfiniteMAP, dated

February 12, 2001 (Ellipsus) in view of U.S. Patent No. 6,721,554 to Gnesda et al. The

Examiner has included a copy of "GPRS-Applicability and Expectations" by Erik Bladh

and Anna Eidegard, not as prior art, but simply as containing a clean version on page

28 of the figure on page 3 of Ellipsus.

Ellipsus teaches all the steps of claim 1 including, a method of providing access to content for use on wireless communication devices (page 1), the method comprising:

operating a server system (page 3, the Figure, InfiniteMAP Architecture) to store domain data (page 3, the Figure, cylinder in integration components section based on different devices capabilities and user profiles) representing wireless services subscribers (Id.), further representing a billing relationship between a business entity and the corresponding wireless services subscribers (page 3, the Figure, Billing System in Integration Components), and further representing a partitioning of content designed for use in wireless communication devices for purposes of making the content available to the wireless services subscribers (page 3, context manager);

operating the server system to enable a plurality of content suppliers (page 3, Figure, product provider in API users box and page 4, product provider interface) to publish on the server system content designed for use in wireless communication devices via a computer network such that the content is accessible to the plurality of wireless services subscribers (Id.); and

operating the server system to enable wireless services subscribers in each of the plurality of domains to acquire the content via at least one wireless network and to use the acquired content on associated wireless communication devices (page 4).

However, Ellipsus does not explicitly teach a *plurality* of domains, *each* domain representing a different subset of a plurality of wireless services subscribers, each subset including more than one wireless services subscriber, each domain representing a billing relationship and the plurality of domains representing a partitioning of content.

However, Gnesda teaches a billing relationship (service level agreement, "SLA") between a wireless user and a business entity (Service Provider) for the use of a system (QoS—levels of content that can be used). See Column 3, lines 10 to 33. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to understand that to separate and store data in a server via wireless subscribers/a billing relationship/content for use, is known as taught by Gnesda in order to, for example, be able to adjust billing and service levels to different wireless subscribers. See Gnesda, column 1, line 33 to column 2, line 7. The Examiner submits that the terminology used in the claims for this data, "domain(s)" does not change that the data and its relationship to within itself is well known in the art as is the data's use.

In addition, it would have been obvious to one of ordinary skill in the art at the time the invention was made to understand that the concept of scaling the number of wireless services subscribers in a given subset, e.g. the plurality of wireless services subscribers, is well known in the art and as legal precedent. See MPEP 2144.04(IV).

The rejection of claims 1 is hereby incorporated. Claim 14 recites, a method comprising:

maintaining, in a server system (Ellipsus, page 3), data defining a plurality of domains (see claim 1), each of the domains representing a billing relationship between a business entity and a particular subset of a plurality of wireless services subscribers (see claim 1), and wherein the plurality of domains further represent a partitioning of content designed for use in wireless communication devices for purposes of making the content available to the wireless services subscribers (see claim 1);

enabling a plurality of digital product providers to publish digital products on the server system (Ellipsus, page 4, product provider interface);

enabling each of the subscribers to view descriptions of the digital products and to request the digital products from the server system (Ellipsus, page 4, user manager interface);

and provisioning the requested digital products in wireless communications devices of the subscribers via at least one wireless network (Ellipsus, page 4 and 7).

The rejections of claims 1 and 14 are hereby incorporated. Ellipsus in view of Gnesda teaches all the elements of claim 23 including, a system comprising:

means for maintaining an association between each of a plurality of subscribers of wireless services and one of a plurality of domains into which the plurality of subscribers are grouped (see above), each domain representing a group of the wireless services subscribers and including a different subset of the plurality of subscribers (see above), wherein each said subset of the plurality of wireless services subscribers includes more than one wireless services subscriber (see obvious statement above), wherein each of the domains further represents a billing relationship between a business entity and the corresponding subset of the plurality of wireless services subscribers (see above), and wherein the plurality of domains further represent a partitioning of the content designed for use in wireless communication devices for purposes of making the content available to the wireless services subscribers (see above); and

means for managing publication, management and delivery of digital content by a

plurality of content suppliers to the subscribers in each of the plurality of domains (see

above).

The rejections of claims 1, 14, and 23 are hereby incorporated. Ellipsus in view

of Gnesda teaches all the elements of claim 24 including, a system to provide digital

content from a plurality of digital content providers to a plurality of wireless services

subscribers using a plurality of wireless communications devices (see above), the

system comprising:

a domain manager to maintain an association between each of the wireless

services subscribers and one of a plurality of domains into which the plurality of wireless

services subscribers are grouped (see above), each domain representing a different

subset of the plurality of wireless services subscribers (Id.), wherein each said subset of

the plurality of wireless services subscribers includes more than one wireless services

subscriber (see above), wherein each of the domains further represents a billing

relationship between a business entity and the corresponding subset of the plurality of

wireless services subscribers (see above), and wherein the plurality of domains further

represent a partitioning of content designed for use in wireless communication devices

for purposes of making the content available to the wireless services subscribers (see

above);

a product manager to manage publication of digital content designed for use in

wireless communication devices on the system by the plurality of digital content

suppliers (Ellipsus, page 4, product provider interface);

a delivery manager to manage delivery of an item of digital content designed for use in wireless communication devices to a wireless communications device of a requesting subscriber via a wireless network in conjunction with a received request for the item of digital content (Ellipsus, page 4, provisioning manager); and

a payment manager to execute a payment process for charging the requesting subscriber for the item of digital content (Ellipsus, page 3, the Figure, Billing System).

The rejections of claims 1, 14, 23, and 24 are hereby incorporated. Ellipsus in view of Gnesda also teaches all the elements of claim 30 including, a system to manage publication and delivery of digital content to users of a plurality of wireless communications devices operating on a wireless network (Ellipsus, page 3, the Figure, right side of figure), the users being wireless services subscribers (see above), the plurality of wireless client devices being registered to and operable by the users to access the wireless services (inherent based on above), the system comprising:

a domain manager to maintain data defining an association between each of the subscribers and one of a plurality of domains into which the subscribers are grouped (see above), each domain defined as a group of the wireless services subscribers and including a different subset of the plurality of subscribers (see above), each of the domains representing a billing relationship between a business entity and a particular subset of the plurality of subscribers (see above), wherein each subscriber is a member of exactly one of the domains (this is inherent based on each mobile user/phone/PDA/etc. is unique and thus would only fit in one subset, also see Ellipsus page 4, the description of when a user purchases a product, specifically step 2 and

Gnesda, only one SLA would be signed), wherein each said subset of the plurality of

wireless services subscribers includes more than one wireless services subscriber (see

above), and wherein the plurality of domains further represent a partitioning of content

designed for use in wireless communication devices for purposes of making the content

available to the wireless services subscribers (see above);

a set of protocol handlers (Ellipsus, page 3, Figure, provisioning workflow,

specifically WAP, Web, XML), each protocol handler to enable the system to

communicate with wireless client devices over at least one wireless network using a

separate associated protocol (Id.);

a product manager to manage submission and publication of digital content by a

plurality of content suppliers (Ellipsus, page 3, Figure, API), wherein the product

manager includes

a product catalog containing descriptions of available digital content

(Ellipsus, page 4), and

a pricing manager to determine and indicate a price for an item of digital

content in response to a signal from a wireless communications device of the

plurality of wireless communications devices (see above), wherein the price is

determined according to a domain in which a requesting subscriber is included

(see above);

a delivery manager to manage delivery of the item of digital content to the mobile

client device via at least one wireless network in conjunction with a received request for

the item of digital content (see above); and

a payment manager to execute a payment process for charging the requesting

subscriber for rights to use the item of digital content (see above).

Ellipsus in view of Gnesda also teaches all the steps/elements of claims 5-6, 26,

and 28-29, including wherein each of the subscribers is a member of exactly one of the

domains (this is inherent based on each mobile user/phone/PDA/etc. being unique and

thus would only fit in one subset and on Ellipsus, page 4, describing the description of

when a user purchases a product, specifically step 2, which teaches providing a context

driven portal based on user profile, device type, etc. and Gnesda, only one SLA would

be signed); and the plurality of domains further represent a delegation of administrative

responsibilities for the content and the subscribers (see Ellipsus, page 3, the various

managers, including authenticator, session, and context).

Ellipsus in view of Gnesda also teaches all the steps of claim 9, including

operating the server system to enable the content suppliers to manage their respective

content stored on the server system via the computer network. See Ellipsus, page 4,

the product provider interface.

Ellipsus in view of Gnesda also teaches all the steps of claim 10, including

determining a price for each of the items of content independently for each of the

plurality of domains. See page 7.

Ellipsus in view of Gnesda also teaches all the steps of claim 15, including

wherein said maintaining data defining a plurality of domains comprises maintaining, in

the server system data defining an association between each of the subscribers and

one of the domains. See Ellipsus, page 3, the Figure and the context manager and the integration components and Gnesda, the SLA.

Ellipsus in view of Gnesda also teaches all the steps of claim 16, including executing a payment process to charge the subscribers for said provisioning. See Ellipsus, page 7, flow for downloading application and billing.

Ellipsus in view of Gnesda also teaches all the steps of claim 17, including maintaining a product catalog containing descriptions of the digital products. See Ellipsus, page 4, specifically the user manager interface and the product provider interface.

Ellipsus in view of Gnesda also teaches all the steps of claim 18, including enabling the digital product suppliers to manage digital products which they have cause to be published on the server system. See Ellipsus, page 4, the product provider interface.

Ellipsus in view of Gnesda also teaches all the steps of claim 19, including determining a price for each of the digital products independently for each of the plurality of domains. See Ellipsus, pages 3, 4 and 7, where products and billing systems and flows are illustrated.

Ellipsus in view of Gnesda also teaches all the elements of claim 25, a product catalog containing descriptions of available digital content (Ellipsus, page 4, see the user manager interface), and a pricing manager to determine and indicate a price for an item of digital content in response to a signal form the wireless communications device

of the requesting subscriber, wherein the price is determined according to a domain of

which the requesting subscriber is a member (Ellipsus, page 7 and Gnesda, SLA).

4.   Claims 7-8, 11-13, and 20-22 are rejected under 35 U.S.C. 103(a) as being

unpatentable over Ellipsus in view of Gnesda and further in view of U.S. Patent

Application Publication No. 2001/0037192 to Shimamoto et al.

        Ellipsus in view of Gnesda teaches all the steps of claims 7, 11, and 20, except

currency for billing purposes for each domain. However, Shimamoto teaches that in

addition to language, pricing should also be taken into consideration. See paragraph

15. Therefore, it would have been obvious to one of ordinary skill in the art at the time

the invention was made, to modify Ellipsus in view of Gnesda to take into consideration

the currency of the wireless subscribers in view of the language they speak that their

user profiles indicate, as yet this would be another addition to their user profile and

further identify the user.

        Ellipsus in view of Gnesda teaches all the steps of claim 8, 12, and 21, except

determining the language used within each independent domain. However, Shimamoto

teaches that language is one factor to be considered when determining/publishing data

to wireless subscribers. See Figure 3, paragraphs 64 and 14. Therefore, it would have

been obvious to one of ordinary skill in the art at the time the invention was made, to

modify the method of Ellipsus in view of Gnesda to take into consideration the language

of the wireless subscribers as it is yet another part of the user profile and device

capabilities already used by Ellipsus to identify users.

The rejections of claims 7-8, 11-12, and 20-21 are hereby incorporated. Ellipsus

in view of Gnesda and further in view of Shimamoto teaches all the steps of claims 13

and 22, including, the language and currency determinations for the domains. See

above.

Response to Arguments

5.   Applicant's arguments with respect to claims 1, 5-26, and 28-30 have been

considered but are moot in view of the new ground(s) of rejection.

Conclusion

Any inquiry concerning this communication or earlier communications from the

examiner should be directed to Julie E. Stein, Esq. whose telephone number is (571)

272-7897. The examiner can normally be reached on M-F (8:30 am-5:00 pm).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, George Eng can be reached on (571) 272-7495. The fax phone number for

the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the

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For more information about the PAIR system, see http://pair-direct.uspto.gov. Should

you have questions on access to the Private PAIR system, contact the Electronic

Business Center (EBC) at 866-217-9197 (toll-free).

GEORGE ENG
SUPERVISORY PATENT EXAMINER